



PLANNING COMMISSION AGENDA REPORT

MEETING DATE: SEPTEMBER 13, 2003

VII. 2
ITEM NUMBER:

SUBJECT: ANNUAL REVIEW OF SEGERSTROM HOME RANCH DEVELOPMENT AGREEMENT
(DA-00-01)

DATE: AUGUST 30, 2003

FOR FURTHER INFORMATION CONTACT: R. MICHAEL ROBINSON, PLANNING &
REDEVELOPMENT MANAGER (714) 754-5610

DESCRIPTION

Annual review of the Segerstrom Home Ranch Development Agreement (DA-00-01).

APPLICANT

The applicant for the annual review is C. J. Segerstrom and Sons.

RECOMMENDATION

Recommend to City Council that the Council:

1. Determine the applicant and City have demonstrated good faith and compliance with the terms and conditions of Development Agreement DA-00-01.
2. Direct staff to limit future reviews to outstanding development agreement obligations only.


R. MICHAEL ROBINSON
Planning & Redevelopment Manager


PERRY L. VALANTINE
Asst. Development Services Director

BACKGROUND

Development Agreement DA-00-01 for the Segerstrom Home Ranch site was adopted by City Council on December 3, 2001. The agreement was amended in 2003 to allow flexibility in the expenditure of traffic impact fees and funds allocated for the relocation and renovation of the Huscroft House. Copies of the agreement (Attachment 2) and the first amendment (Attachment 3) are attached for Commission review and reference.

Section 3.5 of the agreement requires periodic review of the agreement. The City's procedures and requirements for consideration of development agreements require this periodic review to be conducted annually through the life of the agreement. This is the second annual review of the Home Ranch agreement.

ANALYSIS

Second Annual Review

The purpose of the annual review is to determine if the applicant and/or City have made good faith efforts to comply with the provisions and conditions of the development agreement. Attachment 1 includes a letter from the applicant summarizing their actions since the first annual review.

Typically, the annual review focuses on the community benefits provided by the owner. For DA-00-01, these benefits are listed in Exhibit F. The following sections summarize the applicant's and the City's performance related to these benefits and obligations.

- A. Circulation Improvements:** The applicant has paid the City and Transportation Corridor Agency traffic impact fees as required.
- B. Cultural Resources:** Most of these requirements are not triggered until five years after the recordation of the agreement. However, the applicant has maintained the site and designated buildings, and started initial discussions with staff and the Historical Preservation Committee regarding the historic resource preservation area. With regard to the possible underground reservoir, the applicant has been informed by the Mesa Consolidated Water District that they do not intend to pursue the reservoir plan.
- C. Educational Advancement:** The required contribution has been paid by the applicant, and the education foundations have been established.
- D. Athletic Field Contribution:** The required contribution has been paid by the applicant.
- E. Huscroft House Contribution:** The required contribution has been paid by the applicant. As noted above, the first amendment to the development agreement

allows City Council to reallocate the contribution, provided the applicant assents to the proposed use of the funds.

- F. Residential Component:** The Standard Pacific Providence Park single-family homes and town homes are under construction and nearing completion
- G. Fire Station:** The fire suppression fee has been paid. The City retained a consultant to conduct a fire suppression study. The results of the study are currently undergoing review by an interdepartmental task force. The task force will provide its recommendation before the March 2005 deadline for determining if a new fire station is needed.
- H. Sales and Use Tax Guarantee:** Sales tax revenue monitoring will commence in November 2004, and will continue for the following five years.

Based on the above, staff suggests both the applicant and the City have made good faith efforts to comply with the provisions and conditions of the DA-00-01.

Subsequent Annual Reviews

As noted in the applicant's letter (Attachment 1), the owners have established a policy of making partial assignment of development agreements rights and obligations to those parties that buy portions of the Home Ranch. Because of the possible complications of monitoring multiple ownerships and responsibilities, the applicants have requested that future annual reviews be limited to only the outstanding obligations. Staff concurs with this request, especially in light of the fact that many of the obligations are limited to one-time fee payments.

ALTERNATIVES

If the Planning Commission finds C. J. Segerstroms is not in compliance with the Agreement's terms, evidence supporting that determination would be required.

Also, the Commission may wish to continue reviewing the entire range of obligations under the terms of the original development agreement on an annual basis. If so, the Commission should not accept the applicant's request to limit subsequent annual reviews to the outstanding obligations only.

attachments: 1. C. J. Segerstrom & Sons letter dated
 2. Development Agreement DA-00-01
 3. First Amendment to the Development Agreement for Home Ranch

cc: Deputy City Manager-Dev. Svcs. Director
 City Attorney
 Sr. Deputy City Attorney
 City Engineer

Transportation Services Manager
Fire Chief
Fire Marshal
Finance Director
Staff (4)
File (2)

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DEVELOPMENT SERVICES DEPARTMENT

**FOR ATTACHMENTS NOT INCLUDED IN THIS REPORT
PLEASE CONTACT THE PLANNING DIVISION
AT (714) 754-5245.**